

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK - COMMERCIAL DIVISION

WILLIAM MATTHEW HAWK

and

JOSÉ DALBY CONTRERAS REYES,
Plaintiffs,

-against-

SALVADOR CATRAIN CALDERÓN,
Defendant.

Index No. 652981/2025

SUMMONS

Plaintiffs designate NEW YORK COUNTY as the place of trial.

The basis of venue is Plaintiffs' residence (CPLR § 503).

YOU ARE HEREBY SUMMONED to answer the Amended Verified Complaint in this action and to serve a copy of your Answer, or if the Amended Verified Complaint is not served with this Summons, to serve a Notice of Appearance, on Plaintiffs within twenty (20) days after service of this Summons, exclusive of the day of service (or within 30 days after service is complete if served outside the State of New York).

If you fail to appear or answer, judgment will be taken against you by default for the relief demanded in the Amended Verified Complaint.

DATED: New York, New York
September, 23 2025

William Matthew Hawk

Pro Se Plaintiff

1 E 35th Street, Apt. 5B

New York, NY 10016

José Dalby Contreras Reyes

Pro Se Plaintiff

1 E 35th Street, Apt. 5B

New York, NY 10016

DEFENDANT'S ADDRESSES FOR SERVICE:

- Torre Empresarial AIRD
Av. Sarasota 20, 4 Noreste
La Julia, Santo Domingo 10109
Distrito Nacional, República Dominicana
 - Last known U.S. address:
Park Lane Hotel
36 Central Park South
New York, NY 10019
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AMENDED VERIFIED COMPLAINT

PARTIES

1. Plaintiff **William Matthew Hawk** ("Hawk") is a natural person residing in New York County, New York.
2. Plaintiff **José Dalby Contreras Reyes** ("Contreras") is a natural person residing in New York County, New York.
3. Defendant **Salvador Catrain Calderón** ("Catrain") is an attorney domiciled in the Dominican Republic. He is the owner and controlling representative of Catrain Business Management SRL, a Dominican company that filed litigation against Plaintiffs in the United States.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over Defendant pursuant to CPLR 302(a)(3), as Defendant committed tortious acts outside New York which caused injury to Plaintiffs in New York.
5. Defendant availed himself of this forum by serving Plaintiffs in New York and by directing fraudulent litigation conduct at Plaintiffs in New York, thereby causing Plaintiffs to incur damages, including legal fees and reputational harm, within this State.

6. Venue is proper in New York County because Plaintiffs reside here and the injury occurred here.

FACTUAL ALLEGATIONS

A. The Miami Litigation and the Forged Promissory Note

7. On August 18, 2024, Defendant, through his company Catrain Business Management SRL, filed a Complaint in the Circuit Court of Miami-Dade County, Florida, alleging default on a purported promissory note. The complaint attached the note, dated June 11, 2021, and a Notarial Compulsory Review dated September 29, 2022, in which the notary reaffirmed June 11, 2021 as the date of execution (see Exhibit A).
8. Plaintiffs, however, were not in the Dominican Republic on June 11, 2021, as confirmed by official migratory records (see Exhibit C). Plaintiffs were in the United States on that date, making it impossible that the note was executed or notarized as claimed.

B. Notice to Defendant and Verified Amendment

9. On September 14 and again on September 17, 2024, Plaintiffs notified Defendant's Miami counsel that the promissory note was invalid because Plaintiffs were not present in the Dominican Republic on June 11, 2021, and supplied migratory records and other evidence confirming this fact.
10. On September 26, 2024, rather than withdrawing the claim, Defendant, through Catrain Business Management SRL, filed an Amended Complaint in Miami-Dade Circuit Court, changing the allegation from "June 11, 2021" to "June 2021." Defendant personally verified the Amended Complaint (see Exhibit B).
11. Following this amendment and verification, Plaintiffs were forced to retain counsel, who promptly removed the case to the United States District Court for the Southern District of Florida.

C. Affidavit Scheme and Discovery of Forgery

12. In January 2025, at the close of discovery deadlines in the Miami litigation, Defendant submitted five affidavits, including his own, those of his secretary, his law partner, a notary, and his now wife. These affidavits were intended to corroborate a later-asserted date of June 22, 2021, notwithstanding that the Amended Complaint itself alleged only

"June 2021."

13. Upon examining the affidavits, Plaintiffs discovered that the witness signature on the original promissory note was forged.
14. Plaintiffs obtained a handwriting expert opinion confirming the forgery (see Exhibit D).
15. Digital metadata analysis further revealed manipulation of the affidavits through Adobe software.
16. The notary who originally notarized the document gave multiple inconsistent accounts. First, she notarized the note as executed on June 11, 2021. On September 29, 2022, she issued the compulsa notarial review again affirming June 11, 2021. Then, in a sworn affidavit submitted in 2025, she contradicted both prior accounts and claimed the note was signed on June 22, 2021. These shifting narratives further evidence fabrication and deliberate misrepresentation.
17. Defendant himself signed one of the affidavits, directly participating in the cover-up.

D. Resulting Harm

18. Defendant's conduct forced Plaintiffs to retain counsel, incur significant legal fees, defend against a fabricated debt in U.S. courts, and sustain reputational harm.
19. After discovery deadlines had passed and Defendant was confronted with evidence of forgery, he withdrew his claims with prejudice before Plaintiffs could finalize a Rule 11 sanctions motion. While dismissal ended that case, it deprived Plaintiffs of full relief and left them with unrecovered damages from the fraudulent litigation.
20. On March 27, 2025, the United States District Court for the Southern District of Florida entered an order granting Defendant's motion to dismiss his own claims with prejudice, while dismissing Plaintiffs' counterclaims without prejudice. In doing so, the court expressly noted that Plaintiffs "may seek to bring fraud claims against the Plaintiff [Catrain]" in a separate proceeding (see Exhibit E).
21. Plaintiffs remain under reasonable apprehension that Defendant will attempt to re-use or enforce the same forged note in other jurisdictions, including the Dominican Republic.

FIRST CAUSE OF ACTION – FRAUD

22. Plaintiffs repeat and reallege paragraphs 1 through 21.
23. Defendant knowingly misrepresented material facts by submitting a forged promissory note, amending pleadings to conceal the falsity of the execution date, and filing affidavits containing false statements.
24. Defendant knew these statements were false and intended to deceive courts and Plaintiffs.
25. Plaintiffs suffered damages, including attorneys' fees, costs, and related expenses incurred in defending against the fraudulent litigation, along with reputational harm.
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SECOND CAUSE OF ACTION – ABUSE OF PROCESS / MALICIOUS USE OF PROCESS

26. Plaintiffs repeat and reallege paragraphs 1 through 25.
27. Defendant intentionally misused legal process by advancing fraudulent documents and verified pleadings, solely to harass and injure Plaintiffs.
28. Defendant's acts were motivated by malice and an intent to pressure Plaintiffs into settlement or concession.
29. As a direct result, Plaintiffs incurred damages, including attorneys' fees, costs, and related expenses from defending the fraudulent litigation, along with reputational harm.
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THIRD CAUSE OF ACTION – DECLARATORY JUDGMENT

30. Plaintiffs repeat and reallege paragraphs 1 through 29.
31. A genuine controversy exists between Plaintiffs and Defendant regarding the validity of the purported promissory note dated June 11, 2021.
32. Plaintiffs seek a declaratory judgment declaring the promissory note void, unenforceable, and of no effect in any jurisdiction.
-

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendant as follows:

- A. On the First and Second Causes of Action, awarding Plaintiffs compensatory damages consisting of attorneys' fees, costs, and related expenses incurred in defending against Defendant's fraudulent litigation in Florida state and federal courts, together with consequential reputational harm;
 - B. Plaintiffs expressly limit their total monetary recovery on all causes of action, exclusive of interest and costs, to no more than \$74,500;
 - C. On the Third Cause of Action, declaring the promissory note dated June 11, 2021 void, unenforceable, and of no effect in any jurisdiction;
 - D. Awarding such other and further relief as the Court deems just and proper.
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JURY DEMAND

Plaintiffs, pursuant to CPLR § 4102, hereby demand a trial by jury of all issues so triable in this action.

VERIFICATION

SUPREME COURT OF THE STATE OF NEW YORK
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WILLIAM MATTHEW HAWK and
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Plaintiffs,

-against-

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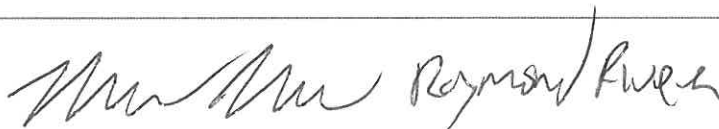
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

We, **WILLIAM MATTHEW HAWK** and **JOSÉ DALBY CONTRERAS REYES**, being duly sworn,
depose and say:

We are the Plaintiffs in the within action. We have read the foregoing Amended Verified
Complaint and know the contents thereof. The same is true to our knowledge, except as to the
matters therein stated to be alleged on information and belief, and as to those matters we
believe them to be true.

Sworn to before me this 23 day of September, 2025

Notary Public



RAYMOND RIVERA
Notary Public - State Of New York
No. 01RI0035733
Qualified In Kings County
Commission Expires 04/03/2029